

**CONTRACT BETWEEN THE MUSEUM OF DURHAM HISTORY AND THE
CITY OF DURHAM FOR A GRANT TO SUPPORT IMPROVEMENTS TO THE
DURHAM HISTORY HUB**

This contract is made and entered into as of the ____ day of ____, 20__ by the City of Durham (“City”) and the Museum of Durham History (hereinafter, the “Grantee”), a not-for-profit corporation organized and existing under the laws of North Carolina.

Sec. 1. Background and Purpose – In August, 2004, the Durham City Council accepted the Durham Cultural Master Plan. A high priority goal of that plan (Goal 6, Strategy 6.4) was to “develop a building in Downtown Durham for a history and cultural heritage museum.” On March 19, 2012 the Durham City Council approved a three year lease for the Museum of Durham History to operate a “Durham History Hub” in the city owned building at 521 W. Morgan Street. The building will serve as a home for the Grantee as it continues planning and fund development for a future museum and will serve as a location for programs and exhibits relating to Durham’s history and heritage. The facility and its grounds are in need of improvements in order to carry out its intended purpose.

Sec 2. Scope of Work and Services to be Performed -- The Grantee shall perform the activities outlined in Appendix A. Any funds needed to for these purposes, beyond the sum provided for by this contract, shall be the sole responsibility of the Grantee.

Sec. 3. Complete Work without Extra Cost -- Except to the extent specifically stated in this contract, the Grantee shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits and licenses necessary to perform the Work.

Sec. 4. Grantee’s Billings to City and Compensation – The City will reimburse the Grantee an amount not to exceed \$47,145.00 (Forty Seven Thousand One Hundred Forty Five Dollars) in documented costs, according to the payment schedule contained in Attachment A, with payments to be made within one month of submission of the invoice for each phase. The Grantee shall, upon completion of each phase of the work, submit to the City an invoice with documentation of eligible costs. The City shall not be obligated to pay the Contractor any payments, fees, expenses or compensation other than those authorized by this section.

Sec. 5. Completion Date – Work performed under this contract shall be completed within one year of the date of execution of this contract. The invoice for reimbursement under this contract must be received by the City no later than one month following the date of this contract.

Sec 6. Insurance – The contractor shall maintain insurance not less than the following
a. Commercial General Liability, covering

Contract Between the Museum of Durham History and the City of Durham for a Grant to Support Improvements to the Durham History Hub

- i. premises/operations
 - ii. products/completed operations
 - iii. broad form property damage
 - iv. contractual liability
 - v. independent Contractors, if any are used in the performance of this contract.
 - vi. City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
 - vii. Combined single limit not less than \$1,000,000 per occurrence.
- b. Workers' Compensation Insurance, covering
- i. statutory benefits;
 - ii. employees; owner's partners, officers, and relatives (who work on this contract and must be so stated on the certificate)
 - iii. Employers' liability, \$1,000,000.
- c. All Insurance shall be provided by companies authorized to do business in the State of North Carolina and with a Best rating of A-VIII or better
- d. Insurance shall be evidenced by a certificate:
- i. providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 - ii. certificates of insurance shall be addressed to:

City of Durham, North Carolina
Attention: Finance Director
101 City Hall Plaza
Durham, NC 27701

Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Sec 7. Attachments

Appendix A. Scope of Services

Sec. 8. Notice – (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax or certified United States mail, return receipt requested, addressed as follows:

To the City:

Peter Coyle, Office of Economic and Workforce Development
City of Durham
101 City Hall Plaza

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

Durham, NC 277701

The fax number is (919) 560-4986

The telephone number is (919) 560-4965

To the Grantee:

Museum of Durham History

Post Office Box 362

Durham, NC 27702

(b) Change of Address. Date Notice Deemed Given -- A change of address, fax number or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec 10. Indemnification – (a) To the maximum extent allowed by law, the Grantee shall defend, indemnify and save harmless Indemnitees from and against all Charges that might arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Grantee or subcontractors or anyone directly employed by any of them or anyone for whose acts any of them maybe liable. In performing its duties under this subsection “a”, the Grantee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to the City.

(b) Definitions. As used in subsections “a” above and “c” below – “Charges” means claims, judgments, damages, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within “Charges” are (1) interest and reasonable attorneys’ fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion, control, pollution, other environmental laws, regulations, ordinances rules, or orders –including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. “Indemnitees” means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(e) Limitations of the Grantee’s Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving,

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the Indemnitees.

Sec. 11. Miscellaneous

(2) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as in any way to estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Grantee shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Grantee and all its assignees shall be subject to all of the City’s defenses and shall remain liable for all of the Grantee’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Grantee the right to assign, it is agreed that the duties of the Grantee that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors and assigns.

(f) Compliance with Law. In performing all of the Work, the Grantee shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) No Third Party Rights Created. This contract is intended for the benefit of the City and the Grantee and not any other person.

(i) Principals of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating,

Contract Between the Museum of Durham History and the City of Durham for a Grant to Support Improvements to the Durham History Hub

amending, or replacing the statute or regulation. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) “Duties” includes obligations. (6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

(j) Modifications. Entire Agreement. A modification of this agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(k) City Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by the City Manager or a deputy or assistant City Manager without City Council approval.

IN WITNESS THEREOF, the City and the Company have caused this contract amendment to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

By: _____

Preaudit Certificate, if required:

MUSEUM OF DURHAM HISTORY

By: _____
President

State of _____

ACKNOWLEDGMENT BY

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

MUSEUM OF DURHAM
HISTORY

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally
appeared before me this day and stated that he or she is _____ Secretary of
Museum of Durham History, a non-profit corporation, and that by authority duly given
and as the act of the corporation, the foregoing contract or agreement with the City of
Durham was signed in its name by its _____ President, whose name is
_____, sealed with its corporate seal, and
attested by him/herself as its said Secretary or Assistant Secretary. This the _____ day
of _____, 20_____.

My commission expires:

Notary Public

ATTACHMENT A
Deliverables, Payment Schedule and Budget

DELIVERABLES

Contract Between the Museum of Durham History and the City of Durham for a Grant to Support Improvements to the Durham History Hub

Hub Pavilion

Funding will be used to renovate the pavilion/gazebo adjacent to the museum building. This outdoor area will be used for museum programming, public events and musical performances. Funding will be used to refurbish the gazebo's roof and shingles, to paint the pillars and overhead areas, to install electricity and to build a small stage and a seating platform.

Pavilion renovation = \$12,000

Signage

Two outdoor signs will be constructed to direct people to and from the History Hub. The first is a horizontal monumental sign located to the south of the History Hub so that visitors who are driving or walking west along the Downtown Loop are aware of the Hub's location. The walk between the Convention Center and Brightleaf Square is an easy one, and this new signage will encourage visitors to make that connection.

The second sign will mark the entry to the Hub for people coming east or west along Main Street. Alliance Architecture is designing all signage at no cost to the Museum. Signage = \$19,000.

Landscaping

Installation of a hose bib so plants can be watered.

Landscaping improvement = \$800.

Durham County Map

A large map will be mounted on a wall in the History Hub in order to raise awareness of other Durham heritage sites, an important part of the History Hub's mission. The map will be a permanent installation and a colorful focal point for the museum. It will also be flexible enough to accommodate timely events and special activities at the sites noted. In addition to graphics depicting permanent sites, such as the Hayti Heritage Center and our three state historic sites, the map will have up to 15 call-out magnets that can be used for special events such as CenterFest, the Bull City Blues Festival or the West Point on the Eno July 4th celebration. The Durham Convention and Visitors Bureaus' funding design of the map and will provide site information cards that include directions from the Hub to historic sites.

Durham Map total = \$4,345.

Interactive Touch Screen

A large [ADD MINIMUM DIMENSIONS], interactive touch screen will be mounted below the Durham County Map, to make historical discovery easy and accessible for visitors. A menu will allow users to choose among *History Beneath Our Feet*, the Museum's unique gazetteer that introduces the men and women who lent their names to Durham's streets; the new Durham Digital Timeline, an online chronology of the major events and people who helped shape Durham's past; and valuable websites such as Open Durham, a highly interlinked archive/inventory of information on historical people and places in Durham. Placed just below the Durham map, this feature will be a

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

permanent fixture that will provide visitors to the Hub with an overview of Durham's past and a starting point for exploring the rest of the museum.
Touch screen estimated total = \$11,000.

PAYMENT SCHEDULE
And Estimated Schedule from Contract Execution Date

Museum of Durham History - Project Schedule									
Project	Estimated Duration	Month 1		Month 2		Month 3		Month 4	
Landscaping	2 weeks								
Signage	6 weeks				Invoice for Landscaping and Signage				
Gazebo	6 weeks				Invoice				
Map and Touchscreen	4 months								Invoice

BUDGET

Project Budget Summary			
		Budgeted Amount	Requested Amount
	A. Exhibits --Design Dimension Proposal		
1	Custom-built desk	\$5,000	
	Design and installation	\$2,970	
	Cash Register and Store Fixtures	\$1,500	
	Reception area Total	\$9,470	
2	Then and Now Rails- Fabrication	\$9,200	
	Then and Now Rails- Design and Installation	\$2,970	
	Then and Now Rail Total	\$12,170	
3	Rotating Exhibit Fabrication	\$10,250	
	Rotating Exhibits- Design and Installation	\$2,970	
	Rotating Exhibit Total	\$13,220	
4	Kids Area/Resource Center Fabrication	\$4,680	
	Kids Area/Resource Center Design and Installation	\$2,970	

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

	Kids Area Total	\$7,650	
5	Story Booth Fabrication	\$14,175	
	Story Booth Design and Installation	\$2,970	
	Story Booth Total	\$17,145	
6	Durham County Map - Fabrication	\$2,000	\$2,000
	Durham County Map - Design and Installation	\$1,470	\$1,470
	Durham County Map Materials	\$875	\$875
	Map Exhibit Total	\$4,345	\$ 4,345
7	Interactive Touch Screen- Equipment and Fabrication	\$7,550	\$7,000
	Interactive Touch Screen Design and Installation	\$1,500	\$1,500
	Interactive Touch Screen Programming	\$2,500	\$2,500
	Interactive Touch Screen Total	\$11,550	\$11,000
8	Design Dimension- Preliminary Design	\$9,000	
	Exhibit Total	\$ 84,550	
	B. Outside Permanent Enhancements		
1	Landscaping- Hose Bib- Acme Plumbing Proposal	\$820	\$800
	Landscaping - Soil Munch and Equipment	\$1,200	
	Landscaping Total	\$2,020	\$800
2	Gazebo Renovation- Center Studio Proposal	\$12,480	\$12,000
	Gazebo Total	\$12,480	
3	Signage Monumental Sign - Capital Sign Solutions Proposal	\$8,500	\$8,500
	Signage Entry Sign (Double-face Directional)	\$5,500	\$5,500
	Signage- Power Harris Bros. Electric Proposal	\$4,698	\$4,698
	Signage- Light Fixtures and Lamps	\$600	\$302
	Signage -Total	\$19,298	\$19,000
	Outside Enhancement Total	\$33,798	
	C. Building Upfit- CT Wilson Construction		
1	General Conditions	7544	

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

2	Wood and Plastics	275	
3	Thermal and Moisture Protection	1000	
4	Doors and Windows	\$500	
5	Tile	1400	
6	Acoustical Tile	1560	
7	Painting	4000	
8	Toilet and Bath Accessories	767	
9	Plumbing	7500	
10	Electrical	10800	
11	Permits	500	
	Subtotal	35846	
	Other Costs - Alliance Architecture	Budget	
1	Solar Film	\$4,000	
2	Security System	\$1,000	
3	Interior Signage	\$150	
4	Computers (2)	\$1,400	
5	Parking Striping	\$200	
6	Indoor /Outdoor trash receptacles	\$500	
7	Audio Video : Projection Screen	\$1,500	
8	Cabling (6) ports	\$1,200	
9	Water Fountains (ADA Compliant)	\$1,500	
10	Coffee Service	\$100	
11	Furniture and Fixtures	\$2,500	
12	Community table (4)	\$500	
13	Chairs Stacking (30) + cart	\$600	
14	Outdoor Furniture (2) picnic tables	\$600	
15	Printer	\$300	
16	Copier	\$500	
17	Phone system	\$500	
18	Security Vault	\$300	
	Subtotal	\$17,350	
	Consultants		
1	Design Fees	\$15,000	
2	Engineering	\$500	
3	Reimbursable Expenses	\$750	
	Subtotal	\$16,250	
	Building Upfit Total	\$69,446	
	Project Expense Total	\$187,794	

Contract Between the Museum of Durham History and the City of Durham for a Grant to
Support Improvements to the Durham History Hub

	Contingency (5 %)	\$9,390	
	Project Total	\$197,184	\$47,145